

R E M A R K S

A. INTRODUCTION

Claims 3, 6-9, 12-15, 18-20, 22, 34, 38-39, 42-45, 50-51, 55 and 57-61 are pending and rejected.

Upon entry of this Amendment:

- The Specification will be amended in order to update priority information

B. REQUEST FOR INTERVIEW WITH SUPERVISORY PRIMARY EXAMINER

Applicants note that this latest Office Action, including the grounds of rejection for almost all of the claims (as anticipated by Boyer), are practically identical to an Office Action mailed by the Office on February 24, 2005 (Paper No. 20050218). Applicants responded to that rejection in a Response of May 19, 2005, and the rejection was withdrawn. It is disappointing, to say the least, to revisit the same grounds of rejection after two intervening Office Actions. The same arguments provided in 2005 are repeated below.

Applicants respectfully request a Telephone Interview to discuss this grounds of rejection, and request that a supervisory primary examiner be present to discuss the course of examination of this application.

C. SECTION 102(E) REJECTION

Claims 3, 6-9, 12-15, 18-20, 22, 34, 38, 39, 42-45, 50, 51, 55 and 57-61 stand rejected under 35 U.S.C. 102(e) as being anticipated by Boyer (U.S. Patent No. 6,208,973). We respectfully traverse the Examiner's Section 102(e) rejection.

We respectfully note, as a preliminary matter, that the record cannot support a prima facie of anticipation where, as here, the same rejections (with the exception of Claims 57-61) were provided by the Office in 2005, Applicants rebutted those findings and conclusions, the rejections were withdrawn, and the arguments are not addressed in the current Office Action. The Examiner has not overcome Applicants' rebuttal to establish by a preponderance of the evidence that Boyer anticipates any of Claims 3, 6-9, 12-15, 18-20, 22, 34, 38, 39, 42-45, 50, 51, 55. Some additional arguments with respect to specific claims are provided below.

D. INDEPENDENT CLAIMS 3, 9, 15, 20, 34, 38, 42 – 45, 50, 51, AND 55

The Examiner apparently asserts (as did a predecessor in 2005) that Boyer discloses all of the features of each of independent Claims 3, 9, 15, 20, 34, 38, 42 – 45, 50, 51, and 55. We respectfully traverse this assertion.

We have carefully reviewed the Boyer reference, including the particular indicated sections (e.g., Column 6, lines 13-23; Column 7, lines 1-10; Figs. 2B and 5), without finding a teaching or suggestion of *a reimbursement rule that specifies a second merchant*, much less *determining whether a first merchant indicated by charge data corresponds to the second merchant*, as generally recited in independent Claims 3, 9, 15, 20, 34, 38, 42 – 45, 50, 51, and 55. The Examiner does not articulate how any of the figures or text in the cited portions of Boyer teaches any such subject matter.

Boyer does not teach or suggest charge data that indicates a first merchant, or a reimbursement rule specifying a second merchant, much less *determining whether charge data satisfies a reimbursement rule based on whether a first merchant corresponds to a second merchant*.

We respectfully submit that Boyer does not disclose all of the limitations of any of independent Claims 3, 9, 15, 20, 34, 38, 42 – 45, 50, 51, and 55. Each of Claims 6-9, 12-14, 18-19, 22, and 39 is dependent from one of independent Claims 3, 9, 15, 20, and 38, and is believed to be allowable for at least the reasons stated herein with respect to the independent Claims 3, 9, 15, 20, and 38.

Accordingly, we respectfully submit that the Examiner has failed to establish a *prima facie* case of anticipation of any of Claims 3, 6–9, 12–15, 18-20, 22, 34, 38-39, 42–45, 50-51, and 55.

E. INDEPENDENT CLAIMS 15 AND 42 – 43

In addition to the features discussed above, we respectfully submit that Boyer is devoid of a hint or suggestion of *apportioning a transaction amount among a plurality of financial accounts*, in which each financial account is associated with a respective reimbursing party.

We have carefully reviewed the Boyer reference, including the particular cited sections, without finding a teaching or suggestion of such a feature. At the cited sections, Boyer describes only "the first portion of the payment to be paid by the third party payor." [Column 3, lines 39 – 56; Column 4, lines 37 – 48.] There is no hint or suggestion that more than one reimbursing party may be apportioned any of the transaction amount. Accordingly, Boyer does not teach or suggest apportioning the transaction amount among a plurality of financial accounts, each financial account being associated with a respective reimbursing party, as provided for in independent Claims 15 and 42 - 43.

We respectfully submit that Boyer does not disclose all of the limitations of any of independent Claims 15 and 42 – 43 (or any claims dependent from them).

Accordingly, we respectfully submit that the Examiner has failed to establish a *prima facie* case of anticipation of any of Claims 15, 18-19, and 42-43.

F. CLAIMS 6, 7, 13 AND 14

The Examiner appears to assert that Boyer discloses all of the features of each of dependent Claims 6, 7, 13 and 14. We respectfully traverse this assertion.

Some embodiments of the present invention provide for determining whether any reimbursing parties have not paid the amounts they were charged. The unpaid amount may then be charged to the corresponding account holder. [See, e.g., Specification, page 27, lines 15 - 23.] Thus, the account holder may be liable, after a predetermined time, for the entire transaction amount (or at least an amount that may have initially been apportioned to a reimbursing party).

Claims 6 and 13 each provide for applying the same charge amount to both (i) the financial account of the reimbursing party, and (ii) at least one account of the account holder (after a predetermined time).

We respectfully submit that Boyer is devoid of a hint or suggestion of applying to at least one of the credit card account and the debit card account a charge amount after a predetermined time after a transaction date.

We have carefully reviewed the Boyer reference, including the particular indicated sections, without finding a teaching or suggestion of such features. Contrary to the Examiner's assertion, Boyer is devoid of any hint or suggestion of applying to a financial account a second charge amount after a predetermined time after the transaction date. [Office Action, page 3.] Boyer merely describes problems experienced by healthcare providers because of an inability by the healthcare providers to determine the patient payment amount at the time of service, and the necessity of billing patients while also submitting claims to third party payors for adjudication. [See, e.g., Column 1, lines 16 – 61.]

In contrast, Claims 6 and 13 are directed to methods in which an amount to be charged to a reimbursing party is determined, and in which the same charge amount applied to the reimbursing party may also be applied to at least one account of the account holder after a predetermined time. Further, Claims 7 and 14 provide for wherein the charge amount is applied if the charge amount has not been paid before a predetermined time. There is nothing in Boyer that describes or suggests a need for applying a charge amount to an account holder's account, in which the same charge amount was also applied to a reimbursing party's financial account.

We respectfully submit that Boyer does not disclose all of the limitations of any of Claims 6, 7, 13 and 14. Accordingly, we respectfully submit that the

Examiner has failed to establish a *prima facie* case of anticipation of any of Claims 6, 7, 13 and 14.

G. INDEPENDENT CLAIMS 57-61

Boyer does not teach or suggest applying the same charge amount to a financial account of an account holder that was billed to a financial account of a reimbursing party, much less applying such a charge amount if the reimbursement party has not remitted a payment for the second charge amount within a predetermined period of time.

Also, Boyer does not teach or suggest determining a reimbursement rule that is associated with a credit card account or debit card account, much less wherein a reimbursing party may be billed for at least a portion of a transaction amount charged to such accounts.

Boyer also does not teach or suggest any of the following:

transmitting to the reimbursing party a billing statement for the financial account of the reimbursing party,

in which the billing statement includes an indication of the second charge amount

determining whether the reimbursing party has remitted a payment of the second charge amount within a predetermined period of time

applying the second charge amount to the financial account of the account holder if the reimbursing party has not remitted a payment of the second charge amount within the predetermined period of time

as generally provided in independent Claims 57 - 61. Nothing in the portions of Boyer cited by the Examiner (or elsewhere in Boyer) teaches or suggests any of the above features.

Independent Claims 57 – 60 each provide for determining a reimbursement rule that is associated with a credit card or a debit card account, in which the reimbursement rule indicates a period of time for the reimbursing party to remit payment. Boyer does not teach or suggest such a feature.

Further, independent Claims 59 and 60 each provide for determining whether the charge data satisfies the reimbursement rule based on the reimbursement condition and the indication of a category of merchant. Boyer does not teach or suggest such a feature.

We respectfully submit that the Examiner has failed to establish a *prima facie* case of anticipation of Claims 57-61 and we respectfully submit that Claims 57-61 contain allowable subject matter.

H. ADDITIONAL COMMENTS

Our silence with respect to the Examiner's other various assertions not explicitly addressed in this paper, including assertions of what the cited reference(s) teach or suggest, the Examiner's interpretation of claimed subject matter or the Specification, or the propriety of any asserted combination(s) of teachings, is not to be understood as agreement with the Examiner. As the Examiner has not established an un rebuttable *prima facie* case for rejecting any of the claims as pending, for at least the reasons stated in this paper, we need not address all of the Examiner's assertions at this time. Also, the absence of arguments for patentability other than those presented in this paper should not be construed as either a disclaimer of such arguments or as an indication that such arguments are not believed to be meritorious.

I. PETITION FOR EXTENSION OF TIME TO RESPOND & AUTHORIZATION TO CHARGE APPROPRIATE FEES

We understand that a three-month extension of time to respond to the Office Action is necessary. Please grant a petition for any extension of time required to make this Response timely.

Charge: \$1050.00

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Order No.: 98-017

Please charge any appropriate fees set forth in §§ 1.16 – 1.18 for this paper and for any accompanying papers to Deposit Account 50-0271. Please credit any overpayment to the same account.

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J. CONCLUSION

It is submitted that all of the claims are in condition for allowance. The Examiner's consideration is respectfully requested.

If the Examiner has any questions regarding this paper or the present application, the Examiner is cordially requested to contact Michael Downs at telephone number (203) 461-7292 or via electronic mail at mtdowns@walkerdigital.com.

Respectfully submitted,

October 4, 2007
Date

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